

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

IN THE MARION SUPERIOR COURT
CAUSE NO. 49D06-0508-PL-030705

STATE OF INDIANA,)
)
) Plaintiff,)
)

v.)
)
)

THERESA M. BENTON,)
DAVID W. CASWELL,)
ALFRED P. O'NEILL, and)
GCM GROUP OF INDIANAPOLIS, INC.,)
formerly doing business as)
BERNARD HALDANE ASSOCIATES, and)
BH CAREERS INTERNATIONAL,)
)
) Defendants.)

FILED

141

JUN 13 2006

David Aaron Holler
CLERK OF THE
MARION CIRCUIT COURT

**PLAINTIFF'S MOTION FOR APPROVAL AND ENTRY OF
AMENDED CONSENT JUDGMENT AGAINST THE DEFENDANTS,
ALFRED P. O'NEILL AND GCM GROUP OF INDIANAPOLIS, INC., ONLY**

The Plaintiff, State of Indiana, by Indiana Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, requests the Court approve and enter an Amended Consent Judgment Against the Defendants, Alfred P. O'Neill and GCM Group of Indianapolis, Inc., Only. In support of its motion, the Plaintiff states:

1. On May 9, 2006, the Court approved and entered a Consent Judgment against the Defendants, Alfred P. O'Neill and GCM Group of Indianapolis, Inc., Only.
2. Due to a scrivener's error, Consumer Sharon Oldham of Carmel, Indiana, was inadvertently left out of the original Consent Judgment.
3. An Amended Consent Judgment Against the Defendants, Alfred P. O'Neill and GCM Group of Indianapolis, Inc., Only, has been executed by the parties and corrects this inadvertent error by adding Consumer Sharon Oldham's name to Paragraphs

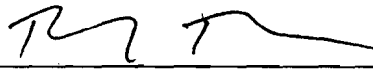
7 and 8. Attached and incorporated by reference as Exhibit "A" is a true and accurate copy of the Amended Consent Judgment.

WHEREFORE, the Plaintiff requests the Court approve and enter the Amended Consent Judgment Against the Defendants, Alfred P. O'Neill and GCM Group of Indianapolis, Inc., Only, and order all other just and proper relief.

Respectfully submitted,


STEVE CARTER
Attorney No. 4150-64
Indiana Attorney General

by:


Terry Tolliver
Deputy Attorney General
Attorney no. 22556-49

CERTIFICATE OF SERVICE

The undersigned hereby certifies a copy of the above Motion was mailed by United States Mail, first class postage prepaid, to Michael P. Bishop, counsel for the Defendants, GCM Group of Indianapolis, Inc. and Alfred P. O'Neill, Drewry Simmons Vornehm, LLP, 8888 Keystone Crossing, Suite 1200, Indianapolis, Indiana, 46240, Patrick M. O'Brien, counsel for the Defendant, Theresa M. Benton, Ayres Carr & Sullivan, P.C., 251 East Ohio Street, Suite 500, Indianapolis, Indiana, 46204, and Bruce A. Walker, counsel for David W. Caswell, 6500 Westfield Boulevard, Indianapolis, Indiana, 46220-1110, on this 13th day of June, 2006.


Terry Tolliver

Office of Attorney General
Consumer Protection Division
302 West Washington St., 5th Floor
Indianapolis, IN 46204
(317) 233-3300

STATE OF INDIANA)
)
COUNTY OF MARION)

SS:

IN THE MARION SUPERIOR COURT
CAUSE NO. 49D06-0508-PL-030705

STATE OF INDIANA,

Plaintiff,

v.

THERESA M. BENTON,
DAVID W. CASWELL,
ALFRED P. O'NEILL, and
GCM GROUP OF INDIANAPOLIS, INC.,
formerly doing business as
BERNARD HALDANE ASSOCIATES, and
BH CAREERS INTERNATIONAL,

Defendants.

**AMENDED CONSENT JUDGMENT AGAINST THE DEFENDANTS,
ALFRED P. O'NEILL AND GCM GROUP OF INDIANAPOLIS, INC., ONLY**

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorneys General Terry Tolliver and Justin G. Hazlett, and the Defendants, Alfred P. O'Neill and GCM Group of Indianapolis, Inc., formerly doing business as Bernard Haldane Associates and BH Careers International, by and through their counsel, Michael P. Bishop, hereby agree to entry of a Consent Judgment without trial or adjudication of any issue of fact or law herein.

The parties believe it is in their best interest to resolve the issues raised by the State of Indiana and avoid further litigation. This Consent Judgment does not constitute an admission by the Defendants of any wrongdoing, nor shall it be construed as an abandonment by the Attorney General of his position the Defendants violated Indiana's Deceptive Consumer Sales Act. The parties consent to entry of a final judgment in this proceeding by the Court and accept this Consent Judgment as final on the issues resolved herein.

STATE'S
EXHIBIT

A

JURISDICTION AND SCOPE OF JUDGMENT

1. This Court has jurisdiction and venue over the subject matter of this action and the parties hereto.
2. The State of Indiana's First Amended Complaint for Injunction, Restitution, Costs, and Civil Penalties states a cause of action pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1, *et seq.*
3. At all times relevant to this Complaint, the Defendant, Alfred P. O'Neill, was an individual providing or purporting to provide career services to consumers from his principal place of business located in Marion County at 8888 Keystone Crossing, Suite 1675, Indianapolis, Indiana, 46240.
4. At all times relevant to this Complaint, the Defendant, GCM Group of Indianapolis, Inc., was a foreign corporation providing or purporting to provide career services to consumers from its principal place of business located in Marion County at 8888 Keystone Crossing, Suite 1675, Indianapolis, Indiana, 46240.

RELIEF ORDERED

5. The Defendants, Alfred P. O'Neill and GCM Group of Indianapolis, Inc., and the principal and owner of GCM Group of Indianapolis, Inc., shall hereby cease doing business as suppliers of career services within the State of Indiana and shall not resume business as an individual, owner, principal, or investor in a subsequent business or corporation operating as a supplier of career services within the State of Indiana. For purposes of this Judgment, the term "supplier" shall have the meaning found in Ind. Code § 24-5-0.5-2(a)(3) and shall mean a seller, lessor, assignor, or other person who regularly engages in or solicits consumer transactions. Furthermore, for purposes of this Judgment, the term "career services" shall be construed

broadly to include all aspects of job-related advising, including but not limited to providing career counseling or advice, job posting services, job seeking services, mock interviewing, resume preparation, resume posting services, resume review, or any other services purporting to assist consumers with their careers.

6. The Defendants, Alfred P. O'Neill and GCM Group of Indianapolis, Inc., and the principal and owner of GCM Group of Indianapolis, Inc., their employees, agents, representatives, successors, and assigns, are permanently enjoined from engaging in the following acts and making, causing to be made, or permitting to be made the following representations:

- a. representing expressly or by implication the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have which the Defendants know or reasonably should know it does not have;
- b. representing expressly or by implication the Defendants have sponsorship, approval, or affiliation in a consumer transaction the Defendants do not have, and which the Defendants know or should reasonably know the Defendants do not have;
- c. representing expressly or by implication the subject of a consumer transaction involves or does not involve a warranty, a disclaimer of warranties, or other rights, remedies, or obligations, if the representation is false and if the Defendants know or should reasonably know the representation is false; and

- d. representing expressly or by implication the Defendants are able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendants know or reasonably should know the Defendants cannot.

7. The contracts previously entered into by the Defendants, Alfred P. O'Neill and GCM Group of Indianapolis, Inc., with consumers Tony Szymanski, C. David Wagner, Jerry Baumgartner, Melvin Bolden, Robert L. Tarter, Charles Max Lipperd, Angel M. Hernandez, Daniel W. Clark, Larry McKee, Douglas Whitham, Catherine Crosby, and Sharon Oldham are hereby cancelled pursuant to Ind. Code § 24-5-0.5-4(d).

8. Upon execution of this Judgment, the Defendants, Alfred P. O'Neill and GCM Group of Indianapolis, Inc., shall pay consumer restitution, pursuant to Ind. Code § 24-5-0.5-4(c)(2), in the total amount of Forty-Three Thousand Dollars (\$43,000.00), payable to the Office of the Attorney General for pro rata distribution to the following aggrieved consumers:

	<u>CONSUMER</u>	<u>AMOUNT PAID</u>
a.	Tony Szymanski of South Bend, IN	\$ 2,950.00;
b.	C. David Wagner of Rensselaer, IN	\$ 5,800.00;
c.	Jerry Baumgartner of Jasper, IN	\$ 5,859.00;
d.	Melvin Bolden of Greenwood, IN	\$ 4,900.00;
e.	Robert L. Tarter of Nashville, IN	\$ 6,363.00;
f.	Charles Max Lipperd of Indianapolis, IN	\$ 4,900.00;
g.	Angel M. Hernandez of Greenwood, IN	\$ 3,900.00;
h.	Daniel W. Clark of Fillmore, IN	\$ 5,400.00;
i.	Larry McKee of Indianapolis, IN	\$ 6,500.00;

- j. Catherine Crosby of Cloverdale, IN \$ 3,900.00; and
k. Sharon Oldham of Carmel, IN \$ 5,009.00.

9. **A total monetary judgment in the amount of Forty-Three Thousand Dollars (\$43,000.00) shall therefore be entered in favor of the Plaintiff, State of Indiana, and against the Defendants, Alfred P. O'Neill and GCM Group of Indianapolis, Inc., only.**

RELEASE

10. In consideration of the payment to be made by the Defendants, GCM Group of Indianapolis, Inc. and Alfred P. O'Neill, the Plaintiff, State of Indiana, hereby releases the Defendants, GCM Group of Indianapolis, Inc. and Alfred P. O'Neill, and the principal and owner of GCM Group of Indianapolis, Inc., from any and all legal, equitable, or other claims, counterclaims, actions, causes of action, or damages, pursuant to the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1, *et seq.*, that existed at any time prior to this Consent Judgment and that arise in any way as a result of the matters involving the State of Indiana's First Amended Complaint for Injunction, Restitution, Costs, and Civil Penalties. This provision shall be strictly construed to apply solely to the Defendants, GCM Group of Indianapolis, Inc. and Alfred P. O'Neill, as well as the principal and owner of GCM Group of Indianapolis, Inc., and shall not be construed as a release of any other person, including the remaining Defendants in this action, Theresa M. Benton and David W. Caswell.

CONTINUING JURISDICTION

11. For the purpose of enforcing the provisions of this Consent Judgment, any subsequent Court obtaining jurisdiction over the Defendants based on a complaint alleging a violation of any law that is the subject of this Consent Judgment may take judicial notice of this Judgment and is deemed to be a proper venue for interpretation and enforcement of this

agreement. The Defendants waive any objection regarding a Court's jurisdiction to punish for contempt and agree to appear upon proper notice of a failure to comply with any of the provisions of this Judgment.

IN WITNESS WHEREOF, the parties have executed this Consent Judgment this

8 day of June, 2006.

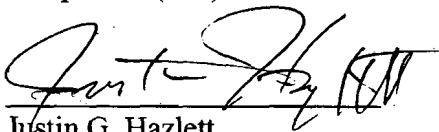
STATE OF INDIANA

STEVE CARTER
Indiana Attorney General

By:



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Justin G. Hazlett
Deputy Attorney General
Attorney No. 22046-49

DEFENDANTS/SIGNATORIES

GCM GROUP OF INDIANAPOLIS, INC.,
and its Principal and Owner

By:

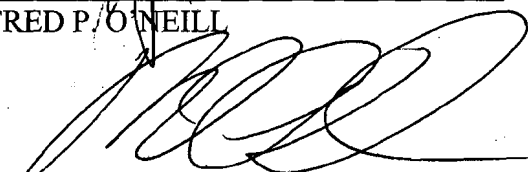


MICHAEL P. BISHOP, Counsel for
GCM GROUP OF INDIANAPOLIS, INC.
and on behalf of its Principal and Owner



ALFRED P. O'NEILL

Approved:



MICHAEL P. BISHOP
DEFENDANTS' COUNSEL

ALL OF WHICH IS APPROVED, ORDERED, ADJUDGED AND DECREED

this _____ day of _____, 2006.

Judge, Marion Superior Court

Distribution:

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